

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AMAZON.COM, INC., a Delaware  
corporation; AMAZON.COM SERVICES  
LLC, Delaware limited liability company;  
and WORLD WRESTLING  
ENTERTAINMENT INC., a Delaware  
corporation,

Plaintiff,

vs.

MEHMOOD QAISER, an individual;  
SHAHEEN GUL, an individual;  
and AMEN QUALITY GOODS LLC,  
a New Jersey limited liability company,  
individually and collectively doing business  
as HOUSEOFSCOTLAND; an individual  
or entity doing business as  
HOUSEOFSCOTLAND;  
and DOES 1-10,

Defendants.

NO. 2:22-cv-01216-SKV

DEFENDANTS QAISER, GUL, AND  
AMEN QUALITY GOODS LLC's  
ANSWER, AFFIRMATIVE DEFENSES  
AND COUNTERCLAIM

1 Defendants, Mehmood Qaiser, Shaheen Gul, and Amen Quality Goods LLC  
2 (collectively referred to as “Defendants”), file their answer<sup>1</sup> and affirmative defenses, and, in  
3 support, states:  
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- 5 1. Answering Defendants deny the allegations contained in paragraphs 10, 11, 14,  
6 37, 42-44, 53, 56-57, 60, 63-65, 68-75, 79-84, 86-92, 94-97, 101 and 102 of  
7 Plaintiffs’ Complaint.
- 8 2. Answering Defendants deny knowledge or information to form a belief as to the  
9 truth of the allegations contained in paragraphs 1– 9, 12, 13, 18-36, 39 – 41, 45 -  
10 52, 54, 55, 58, 61-62, 67, 77-78, and 100 of Plaintiffs’ Complaint.
- 11 3. Answering Defendants deny knowledge or information to form a belief as to the  
12 truth of the allegations contained in paragraphs 15-17, 38, and 99 of Plaintiffs’  
13 Complaint. except Answering Defendants admit that they reside in New Jersey;  
14 admit that Defendant Gul and Defendant Qaiser are spouses; admit that Amen  
15 Quality Goods LLC is owned, operated, managed, and controlled by Defendant  
16 Qaiser and Defendant Gul; and admit they a had BSA with Amazon, the terms  
17 of which speaks for itself.
- 18 4. Answering Defendants repeats all responses to the allegations reiterated in  
19 paragraphs 59, 66, 76, 85, 93, and 98 of Plaintiffs’ Complaint.  
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### 23 **AFFIRMATIVE DEFENSES:**

#### 24 **FIRST AFFIRMATIVE DEFENSE** 25 **WAIVER, ACQUIESCENCE, ESTOPPEL, LACHES**

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28 <sup>1</sup> It should be noted that although the allegations seem to be against all Defendants, Defendants are only answering as to themselves and object to any and all assertions trying to group all Defendants into the alleged wrongdoings.

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2           5.       Each of the purported claims set forth in the Complaint is barred by the  
3 doctrines of waiver, acquiescence, laches and/or estoppel.  
4

5                           **SECOND AFFIRMATIVE DEFENSE**  
6                           **NO WILLFULNESS**

7           6.       Without admitting any infringement, Answering Defendants have not willfully  
8 infringed any claim of the patents-in-suit, or any trademarks-in-suit.

9                           **THIRD AFFIRMATIVE DEFENSE**  
10                           **NO DAMAGE**

11          7.       Without admitting that the Complaint states a claim, there has been no damage  
12 in any amount, manner, or at all by reason of any act alleged against Answering Defendants in  
13 the Complaint, and the relief prayed for in the Complaint therefore cannot be granted.

14                           **FOURTH AFFIRMATIVE DEFENSE**  
15                           **FAILURE TO MITIGATE DAMAGES**

16          8.       Plaintiff has failed to mitigate its damages, if any.

17                           **FIFTH AFFIRMATIVE DEFENSE**  
18                           **DUPLICATIVE CLAIMS**

19          9.       Without admitting that the Complaint states a claim, any remedies are limited to  
20 the extent that there is sought an overlapping or duplicative recovery pursuant to the various  
21 claims for any alleged single wrong.

22                           **SIXTH AFFIRMATIVE DEFENSE**  
23                           **NON-INFRINGEMENT**

24          11.      Answering Defendants did not infringe any applicable trademarks or patents  
25 under federal or state law.  
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1                                   **SEVENTH AFFIRMATIVE DEFENSE:**  
2                                   **CONCURRENT USE**

3           12.       The claims in the Complaint are barred, in whole or in part, by reason of other  
4 parties' use of any marks at issue.

5                                   **EIGHTH AFFIRMATIVE DEFENSE**  
6                                   **FAILURE TO STATE A CLAIM**

7           13.       Plaintiff has failed to state a claim upon which relief can be granted.

8                                   **NINTHAFFIRMATIVE DEFENSE**  
9                                   **UNCLEAN HANDS**

10          14.       Plaintiff's claims are barred by the doctrine of unclean hands.

11                                  **TENTH AFFIRMATIVE DEFENSE**  
12                                  **INDISPENSABLE PARTY**

13          15.       Plaintiff's claims should be dismissed because an indispensable party has not  
14 been joined.

15                                  **ADDITIONAL DEFENSES**

16          17.       Defendants reserve the right to assert additional defenses based on information  
17 obtained during the course of discovery.

18                   WHEREFORE, based upon the foregoing, the Defendants pray an Order be entered:

- 19                   (a)       Dismissing each of the claims, and relief requested, in Plaintiffs'  
20                                   Complaint in its entirety;  
21                   (b)       Granting the Defendants costs, fees and expenses incurred defending  
22                                   this matter;  
23                   (c)       Granting the Defendants all further relief as deemed just and equitable.  
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2 RESPECTFULLY SUBMITTED this 30<sup>th</sup> day of November, 2022.

3 ROSENBAUM, FAMULARO & SEGAL, P.C.

4 *s/Cory Rosenbaum*

5  
6 CORY ROSENBAUM (admitted *Pro Hac Vice*)  
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9 Law Offices of STEPHEN M. HANSEN, P.S.

10   
11  
12 STEPHEN M. HANSEN, WSBA #15642

13 Attorneys for Defendants MEHMOOD QAISER,  
14 an individual; SHAHEEN GUL, an individual;  
15 and AMEN QUALITY GOODS LLC, a New  
16 Jersey limited liability company

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18  
19 **CERTIFICATE OF SERVICE**

20 The undersigned certifies, under penalty of perjury under the laws of the State of  
21 Washington, that on the 30<sup>th</sup> day of November, 2022, I electronically filed the above and  
22 foregoing document with the Clerk of the Court using the CM/ECF system, which will  
automatically send notification of such filing to all counsel of record.

23 DATED this 30<sup>th</sup> day of November, 2022, at Tacoma, Washington.

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26 SARA B. WALKER, Legal Assistant